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8 **UNITED STATES DISTRICT COURT**

9 **SOUTHERN DISTRICT OF CALIFORNIA**

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11 **BEVERLY ATTARDO,**

12 Plaintiff,

13 vs.

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15 **LIBERTY LIFE ASSURANCE**
16 **COMPANY of BOSTON,**

17
18 Defendant.

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20 } **CASE NO. '16CV2389 LAB JMA**

21 } **COMPLAINT FOR DISABILITY**
22 } **BENEFITS UNDER ERISA**

23 } 29 U.S. Code Section 1132(a)(1)(B)

24 Plaintiff BEVERLY ATTARDO alleges as follows:

25 1. At the time Plaintiff, BEVERLY ATTARDO, was denied disability
26 benefits, she was a resident of San Diego County, California.

27 2. On or about June 18, 2007, plaintiff became employed by Wells Fargo
28 & Company as a Performance and Analytics Specialist.

29 3. Wells Fargo Disability Benefit Plan, (the Plan), was the group
disability insurance plan sponsored by Wells Fargo & Company, and administered

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2 and underwritten by defendant LIBERTY LIFE ASSURANCE COMPANY of
3 BOSTON.

4 4. The employer-sponsored group disability plan and the claim at issue in
5 this action are governed by the ***Employee Retirement Income Security Act of 1974***
6 (***ERISA***), ***29 U.S. Code Section 1001. et. seq.***

7 5. On or about November 7, 2013, plaintiff became disabled within the
8 definition of the disability benefit plan, and soon thereafter, and in a timely
9 fashion, she made a claim for benefits under said plan.

10 6. Plaintiff was provided disability benefits pursuant to the policy
11 through May 7, 2016, after which time plaintiff's claim for disability benefits and
12 waiver of her life insurance premium were denied.

13 7. Plaintiff remains disabled as defined by the plan to this date, and
14 continues to be eligible for long term disability benefits under the plan including
15 the waiver of life insurance premiums.

16 8. Plaintiff made a timely administrative appeal of the denial; the
17 administrative appeal was denied in a letter dated July 12, 2016, thereby exhausting
18 the Plan's administrative appeal process.

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20 **WHEREFORE**, plaintiff prays judgment from the Court as follows:

21 1. Declaring that plaintiff is covered for past and ongoing disability benefits
22 and waiver of her life insurance premiums under the Plan;

23 2. For past-due benefits in the amount of approximately \$7,616.52 per
24 month through the date of filing, and additional benefits accumulating at the same
25 monthly rate;

26 3. For interest on past due benefits;

27 4. For reasonable attorney's fees;

28 5. For costs of suit herein;

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2 6. For such other relief as the court deems proper.
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7 Dated: 09/15/16

8 ILER & ILER, LLP

9 By: s/ Virgil A. Iler

10 Virgil A. Iler

11 Attorneys for Plaintiff,
12 BEVERLY ATTARDO

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